

**STORMWATER TASK FORCE (SWTF)**  
**MINUTES**  
**September 22, 2016**

The Stormwater Task Force (SWTF) met in the Ritter Building, first floor conference room, as scheduled, with Matt Allison, Phyllis Luck, and Jack Rodriquenz present. Also in attendance was Interim Town Manager David Marciello, and Lunenburg Land Use Director, Adam Burney. The meeting opened at 6:03 pm.

Minutes of the August 29 meeting were approved (Jack Rodriquenz made the motion to accept, Matt Allison seconded, all voted in favor).

Adam Burney passed out the Scope of Services Request for Quote responses, (attached), received from Design Consultants, Inc, of Somerville and vhb of Watertown, MA. The quotes were discussed and, as vhb appeared to be the low bidder, there was a motion made by Matt Allison, seconded by Jack Rodriquenz, that vhb be recommended to the Board of Selectmen (BOS) to be awarded the work. All voted in favor.

Next steps were discussed. SWTF member Sarah Cammer joined the meeting during this discussion. It was determined that further clarification was required from vhb, as there was a paragraph that indicated vhb may be able to add costs to the project, and that the SWTF was not comfortable awarding the work with this included. Jack Rodriquenz made a motion to rescind the vote, Matt Allison seconded; all voted in favor. It was determined that the quote be resent to 3 companies including the two which have submitted proposals, allow for one week response time, and hopefully, the SWTF will be able to vote on a recommendation to be presented to the BOS at our next meeting.

Phyllis Luck reported on her attendance at the Central Mass Regional Stormwater Coalition (CMRSWC) Annual meeting, which she and Dave Marciello had attended on 9/20/16.

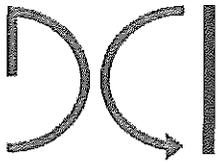
- There will be a stormwater workshop for coalition members the week of October 17, in Millbury, exact date to be advised
- In the bylaws passed at this meeting, each member town must appoint 2 designees: 1 administrative, and 1 technical staff person (eg DPW Director, Conservation Agent, Engineer) as contacts.
- A survey needs to be filled out and returned
- Phyllis Luck was voted to be a member of the 15 member Steering Committee of the CMRSWC
- Meeting of Statewide watershed coalitions will be held on 9/27/16 in the Worcester DEP office.

It was determined that the technical staff person designee will be discussed at the next meeting of the SWTF.

The survey was filled out by the SWTF during the meeting and will be forwarded by Phyllis to the CMRSWC.

Motion to adjourn was made at 7:05 p.m., by Matt Allison, seconded by Sarah Cammer, all voted in favor.

Next meeting will be Tuesday, October 4, at 6:00 p.m., Ritter Building, upper conference room. The SWTF is returning to the 2<sup>nd</sup> and 4<sup>th</sup> Thursdays of the month for the foreseeable future, and have also scheduled a meeting for Thursday, October 27, at 6:30 p.m., at the Ritter building, upper conference room.



Civil Engineering  
 Transportation  
 Water/Wastewater  
 Geotechnical  
 Land Surveying  
 Planning

**DESIGN CONSULTANTS, INC.**

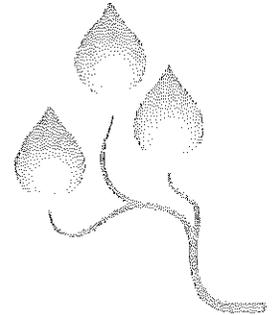
Main Office:  
 120 Middlesex Ave. Ste 20  
 Somerville, MA 02145  
 617.776.3350  
 www.dci-ma.com

Other Offices:  
 Newburyport, MA  
 978.358.7173

Quincy, MA  
 617.689.1010

September 12, 2016

Mr. Adam Burney, MPA  
 Land Use Director  
 Town of Lunenburg  
 Ritter Building  
 960 Massachusetts Avenue  
 Lunenburg, MA 01462



Massachusetts Watershed Coalition

Re: Request for Quote – Comprehensive Stormwater Management  
 Plan (SWMP)  
 Lunenburg, Massachusetts

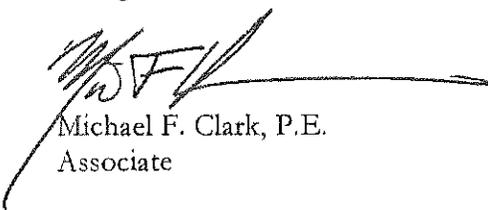
Dear Mr. Burney:

Design Consultants Inc. (DCI) and the Massachusetts Water Coalition (MWC) is pleased to submit this response to the Request for Quote to then Town of Lunenburg's Stormwater Task Force. DCI's Michael Clark, P.E., and MWC's Ed Himlan, have worked closely together throughout the state over the last decade assisting communities in meeting their stormwater needs. Their resumes are attached for you information. In accordance with the Task Force's Request, we have kept this response simple. The following Table presents our Lump Sum Budget, by Task.

Task	Amount
1 – Review 2003 SWMP	\$2,300
2 – Review all 2003 MS4 Annual Reports , etc.	\$4,500
3 - Recommendations	\$2,500
4 – Review 2003 SWMP and prepare new SWMP	\$4,000
5 – Draft 2016 MS4 NOI	\$4,000
6 – File 2016 MS\$ NOI by 8/1/17	\$1,500
Total Quote	\$18,800

We trust that the quote meets with current needs. Should you have any questions you reach me at (781) 733-1214 or Ed at (978) 534-0379.

Sincerely  
*Design Consultants Inc.*

  
 Michael F. Clark, P.E.  
 Associate



## SUMMARY

Mr. Clark is an environmental engineer with over 25 years of diversified experience in civil/environmental engineering and is a registered professional engineer in three states. His experience includes drainage design for residential and commercial developments; drainage design for landfill projects; review, selection and design of Low Impact Development (LID) Integrated Management Practices (IMPs) and other stormwater Best Management Practices (BMPs) for suburban stormwater retrofit projects; preparation of stormwater pollution prevention plans, and operation and maintenance plans; resident engineering and construction management of drainage systems; geotechnical investigations and designs; and permitting for various site development and stormwater projects.

## RECENT EXPERIENCE

### **Develop Green Infrastructure/ Low Impact Development BMP Design and Cost Estimates for Non-Point Source Pollution Control at Metacomet and Arcadia Lakes, Belchertown, MA**

Project Manager for this conceptual BMP Design Evaluation performed under a 604(b) Water Quality Management Planning Grant obtained by the Town of Belchertown and the Pioneer Valley Planning Commission. The project consisted of evaluating untreated roadway run-off that flowed directly into Metacomet and Arcadia Lakes. Over twenty BMPs were evaluated for each site, and a storm water bioretention planter and leaching catch basins were determined to be the most cost-effective BMPs for the project. Preliminary construction drawings, cost estimates and pollutant load reduction calculations were provided along with a Technical Memorandum documenting the project. The project also was managed by Mr. Clark to meet the grants' DBE/WBE goals. The information developed by the project was used to support a successful s. 319 Grant Application.

### **Stormwater Treatment Design, and s. 319 Grant, Ashland, MA**

Project Manager for the Non-Point Source Pollution Evaluation, Stormwater Treatment Design, and s. 319 Grant Application Preparations for the Town of Ashland, Massachusetts through its Community Preservation Act Committee. The project included development of a priority list of 10 sites in the Washakum Lake watershed to install stormwater BMPs. LID solutions were developed to improve aesthetics of sites while treating stormwater. Several bioretention cells were designed and installed in the neighborhood abutting the pond. In addition, an existing highly eroded gravel boat launch area was revamped with using porous pavers to eliminate erosion and to infiltrate roadway run-off prior to the pond.

### **Non-Point Source Pollution Evaluation, Bioretention Design, Leominster, MA**

Project Manager for the Rockwell Pond Management Plan, Non-Point Source Pollution Evaluation, Bioretention Conceptual Design, and s. 319 Grant Support for the City of Leominster, Massachusetts. The project included development of a suburban LID retrofit design. These LID BMPs are estimated to reduce phosphorus loading by 18 pounds per year, reduce total suspended solids (TSS) by 36,700 pounds per year, and reduce wet weather bacteria counts while increasing groundwater recharge. To date, over fifty residential raingardens, ten right-of-way bioretention cells and three tree filters have been constructed. The capstone of this project is the creation of the Granite Street Stormwater Park which highlights several LID BMPs. This facility treats end of the pipe stormwater flows of a 70-acre urban watershed, through the use of first flush diversion, pre-treatment, infiltration, a large bioretention basin and a state of the art gravel wetland.



### **Stormwater BMP Implementation, Cohasset, MA**

Project Manager for the Cohasset Stormwater BMP Implementation project in Cohasset, Massachusetts. Under an EPA s. 319 Grant and with the assistance of the Massachusetts State Revolving Fund, the Town of Cohasset is installing over 50 LID BMPs within the town watershed. The ultimate goal of this project is to reduce eutrophication of Lily Pond by reducing pollutant (TSS, nutrients, litter, organic carbon) levels from urban and suburban run-off. This LID project includes bioretention basins, rain gardens and vegetated swales that will be constructed within the existing town right-of-way to retrofit the existing storm drain system. Oversaw the design, permitting, and construction of the initial demonstration Raingarden at Lilly Pond and the first contract which included four raingardens and two bioretention swales. The second phase of the project included 26 raingardens throughout the watershed and the installation of an oil water separator/sediment tank to collect spills at a major intersection. This project recently received the Commonwealth of Massachusetts 2006 Smart Growth Award and the 2008 Clean Water State Revolving Fund (CWSRF) PISCES award - Performance and Innovation in the SRF "Creating Environmental Success," from the U.S. Environmental Protection Agency.

### **Fruit Street Stormwater Mitigation, Norfolk, Massachusetts.**

The property owners at this location in Norfolk recently paved their gravel driveway, not realizing that both a Zoning condition and the Order of Conditions prohibited paving in the buffer zone. A Notice of Intent (NOI) was prepared evaluating several options for providing mitigation of the new paved surfaces, including utilizing LID techniques. Mr. Clark designed two rain gardens to capture a treat runoff from the paved surfaces prior to discharging to the wetlands and presented the proposed mitigation to the Norfolk Conservation Commission. His presentation included substantial information concerning the benefits of LID in this situation.

### **Bass River Stormwater Improvement, Dennis and Yarmouth, Massachusetts.**

Mr. Clark assisted the Towns of Dennis and Yarmouth in implementing a stormwater BMP implementation project. The goal of the project is to improve water quality in the Bass River by implementing both town's Stormwater Management Program. During the summer of 2005, Mr. Clark authored a Grant Application to the Massachusetts Office of Coastal Zone Management under the Coastal Pollution Remediation Program. This successful grant resulted in the Towns receiving over \$100,000 in grant dollars for the design, permitting, and construction of several stormwater BMPs. Due to a compressed grant period, the projects were designed, bid, and constructed within a five month period. The project resulted in several stormwater infiltration systems with pretreatment on both the Dennis and Yarmouth sides of the Bass River. A point source discharge was eliminated, preventing continued sediment discharge to the river. In addition, a bioretention basin was constructed utilizing native plants to treat and infiltrate stormwater. In addition, Operation and Maintenance Plans were prepared for each town, and are currently being utilized by Coastal Zone Management (CZM) as models for future Grant Programs. Both towns have recently accepted a second grant from CZM, based on a follow up application authored by Mr. Clark during September 2006.

### **Route 28 Bass River BMP Implementation, Yarmouth, MA**

Project Manager for the design of the Route 28 Bass River BMP Implementation project designed to remove the ten-year storm event and the first flush from large storms on Route 28 from discharging into the Bass River. Utilizing diversion manholes, the storm flow is diverted to oil-water separators and sedimentation basins to remove contaminants and materials that can clog the infiltration basins that the diverted stormwater discharges in. The work also included preparation of as-builts, preparation of an operations and maintenance plan, and performance and evaluation of the effectiveness of the



program based on pre- and post-implementation surface water runoff sampling and analysis. This project is being funded by the town, an EPA s. 319 Grant, and the Massachusetts Highway Department, who will also provide construction inspection services.

**EDUCATION:** Graduate Studies, Northeastern University, Boston, MA  
BSCE, Civil Engineering, University of Massachusetts, Dartmouth, MA  
BS, Forestry, University of Massachusetts, Amherst, MA

**CERTIFICATIONS:** Professional Engineer – MA, NH, ME, NJ  
Certified Professional in Erosion and Sedimentation Control  
LEED Accredited Professional  
Certified Septic System Inspector, MA

**BOARDS/  
COMMISSIONS:** Design Review, 1995, Conservation Commission 1992-2000, Sudbury, MA  
Conservation Commission, 2003-2007, Chairman, 2004-2007, Scituate, MA  
Board of Directors, 2006/7, Scituate Soccer Club, Scituate, MA  
Board of Directors, 2010/11, Green Connection US, Sarasota, FL

#### **PUBLICATIONS**

**PRESENTATIONS:** Clark, M.F., "Erosion and Sediment Controls - Best Management Practices for preventing water pollution from land disturbances and construction projects.", Community Stormwater Solutions, April 4, 2012.

Brooks, R., Himlan, E and Clark, M.F., "Renewal of Monoosnoc Brook", Land and Water Magazine, May/June 2012.

Massachusetts Association of Conservation Commissioners, 2011- Ongoing, Erosion and Sediment Control Problems and Solutions, 2-hour and full day programs, 2011-2012.

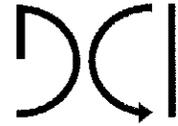
Clark, M.F., and Cooke, I., "Rain gardens and tree box filters: applications for homeowners, businesses and community groups", presented at the Massachusetts Watershed Coalitions Annual Meeting, Feb. 11, 2010.

Clark, M.F., "Building Bioretention", presented at Sarasota County Sustainable Communities, Sept 12, 2008.

Clark, M.F., "Design and benefits of Rain Gardens", for the trustees of the reservations and the Massachusetts Watershed Coalition, June 14, 2008.

Clark, M.F., "Creating Rain Gardens and Recycling Rainwater" presented to the Greenscapes Northshore, May 16, 2007.

Clark, M.F., "Stormwater Management in the Landscape and Low Impact Development", presented to the Greenscapes Southshore, May 8, 2007.



Moonan, M., LaChance, D. and Clark, M.F., "Woodbury Ridge: A LID Conservation Sub-Division", presented at the Massachusetts Office of Coastal Zone Management, MA Environmental Business Council and Massachusetts Home Builders Associations Conference on Low Impact Development for the Real Estate Industry, April 5, 2007.

Clark, M.F., "Stormwater Management" and "Raingardens" Ecological Landscaping Association, 2007 Annual Conference, March 3, 2007.

Clark, M.F., "Talking to the Town Board about LID", presented at University of Wisconsin's Designing Bio/Infiltration BMPs for Stormwater Quality Improvement, September 19, 2006.

Clark, M.F., "One Community's LID Success Story – The Cohasset Retrofit Project" presented at the Massachusetts Office of Coastal Zone Management and the Merrimack Valley Planning Commission's Low Impact Development Workshop for Municipal Officials and Staff, September 20, 2006.

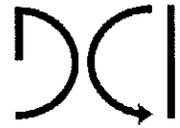
Clark, M.F., "LID in Practice – Engaging the Entire Community, the Cohasset Retrofit Project" presented at the Massachusetts Office of Coastal Zone Management and the Charles River Watershed Association's Stormwater Sessions: Designing and Paying for a Better Stormwater Program, June 21, 2006.

Clark, M.F. and Coyle, S., "Recycling Rainwater and Creating Raingardens", Greenscapes Program, May 4, 2006.

Clark, M.F., "LID in Practice – Engaging the Entire Community, the Cohasset Retrofit Project" presented at the Massachusetts Office of Coastal Zone Management and the Neponset River Watershed Association's Low Impact Development Tools, Strategies for Environmentally Friendly Development that Reduce Stormwater Runoff, April 13, 2006.

Clark, M.F., "Cohasset Stormwater LID Project – Demonstration Raingarden at Lily Pond", presented at the Cape Cod Commission's Breaking the Barriers: Moving Forward with Low Impact Stormwater Design on Cape Cod, April 11, 2006.

Clark, M.F., "Introduction to Low Impact Development", presented at the North and South Rivers Watershed Association's & the Ecological Landscape Association's Protecting and Conserving Water in the Landscape – A Workshop for Landscape Professionals, Municipal Officials and Avid Home Gardeners, February 9, 2006.



Clark, M.F., "Raingarden Siting and Other Considerations", presented at the North and South Rivers Watershed Association's & the Ecological Landscape Association's Protecting and Conserving Water in the Landscape - A Workshop for Landscape Professionals, Municipal Officials and Avid Home Gardeners/, February 9, 2006.

Clark, M.F., and Bartlett, M.S., "The New Stormwater BMP : Cohasset Case Study", presented at the North and South Rivers Watershed Association's Low Impact Development (LID) Workshop, September 23, 2005.

September 12, 2016

**Lunenburg**

Quote



Municipal  
Separate Storm  
Sewer System  
(MS4) Support  
Services



September 12, 2016



Adam Burney, MPA  
Land Use Director  
Ritter Building  
960 Massachusetts Avenue  
Lunenburg, MA 01462

Re: Municipal Separate Storm Sewer System (MS4) Support Services

Dear Mr. Burney:

Municipalities are challenged with maintaining infrastructure and implementing other capital improvement projects, while achieving stormwater management compliance under the upcoming more stringent stormwater National Pollutant Discharge Elimination System (NPDES) MS4 regulations. Over 260 Massachusetts communities are subject to the 2016 MA MS4 Permit, which was released on April 13, 2016 and effective July 1, 2017. Given the number of actions required in the first year, developing a compliance framework and utilizing the work already accomplished by Lunenburg is key to getting off on the right foot. VHB's passionate team of engineers, designers, planners, and scientists bring the understanding and experience to help Lunenburg meet its stormwater-related needs and MS4 compliance.

VHB can help determine where you stand now, what needs to be done over time, which municipal departments and/or commissions will be affected, and how the permit may affect future annual and long-term program budgets. VHB's strength is an integrated approach. Founded in 1979, VHB is a New England-based firm with a focus on providing high-quality multidisciplinary consulting services to our clients. We have worked with more than 260 Massachusetts communities and numerous public agencies and routinely assist our clients with a broad array of regulatory compliance, watershed assessment and management, water quality modeling, stormwater analysis and design, GIS analysis, asset management, and public outreach services. We combine our deep understanding of policy with the latest technology and creative approaches to achieve permit compliance. In addition to our core water resources and environmental professionals, we bring the experience of our land development and transportation engineers who understand the challenges of stormwater in those practical settings.

VHB has been an intricate part of both Massachusetts Department of Transportation (MassDOT) and Rhode Island Department of Transportation (RIDOT) stormwater programs that evolved long before these recent updates to the MS4 Permit. Our experience working with EPA during the development of the MassDOT and RIDOT stormwater programs has given us a thorough understanding of the intent behind many of these requirements, including the IDDE, pollutant assessment, and BMP treatment methodologies. This depth of knowledge allows us to assist you in completing the requirements efficiently. VHB assisted MassDOT for the past seven years with assessing their impact on impaired waters.

Engineers | Scientists | Planners | Designers

101 Walnut Street  
PO Box 9151  
Water town, Massachusetts 02471  
P 617.924.1770  
F 617.924.2286



September 12, 2016



Adam Burney, MPA  
Land Use Director  
Ritter Building  
960 Massachusetts Avenue  
Lunenburg, MA 01462

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Adam Burney, MPA  
Land Use Director  
September 12, 2016  
Page 2



In these assessments, VHB has identified cost-effective retrofit stormwater treatment projects that we have then designed, permitted, and supported through construction. VHB is working with EPA Region 1 on RIDOT's NPDES compliance measures and is assisting them with their first year of compliance activities. These activities include the developing an IDDE Plan, performing high priority IDDE inspections, developing a stormwater control plan for impaired waters within the most urbanized watershed within the state, and assisting with tracking and accounting tools within a GIS environment. In addition to these larger programs, we have worked with numerous municipalities to develop MS4 compliance approaches appropriate to their size and needs and to assist them in budget planning. Beyond the basic MS4 requirements, we have assisted municipalities in evaluating funding options including stormwater utilities, improving upon the municipal structure and systems that support the stormwater program, developing asset management database and tools, and designing countless stormwater treatment best management practices.

Given our extensive experience planning for and implementing compliance activities, VHB is well positioned to assist the Town of Lunenburg in addressing your general NPDES commitments.

Our Project Manager, **Caroline Hampton, PE, ENV SP**, is experienced in engineering design and permitting for a wide range projects with a particular focus on water quality, hydraulics, hydrology, and Clean Water Act/ NPDES stormwater compliance. She recently assisted state transportation and municipal officials in building robust programs that provide compliance with EPA's NPDES MS4 general permit. **Theresa McGovern, PE**, brings a wealth of knowledge regarding water quality modeling, policy and design; a focus on integrated permitting to address pollutants, such as phosphorus; and extremely strong municipal GIS and database experience. Theresa is developing MS4 compliance tracking and reporting tools for clients in conjunction with EPA and local regional initiatives. **Lori Kennedy** has been assisting many local communities in planning for addressing the new permit requirements and assessing the additional programs needed. The VHB Team can also draw on a mix of junior and senior staff with a range of experience levels to address all your stormwater program needs.

We welcome the opportunity to discuss our quote and qualifications with you and respond to any questions. Should you require further information, please contact me at [champton@vhb.com](mailto:champton@vhb.com) or 617.924.1770.

Sincerely,

VHB

Handwritten signature of Caroline Hampton in black ink.

Caroline Hampton, PE  
Project Manager  
[champton@vhb.com](mailto:champton@vhb.com)

Handwritten signature of Jacob San Antonio in black ink.

Jacob San Antonio, PE  
Principal-in-Charge  
[jsanantonio@vhb.com](mailto:jsanantonio@vhb.com)



## **SCOPE OF WORK AND BUDGET ESTIMATE**

### **Project Description**

The Town of Lunenburg is required to submit a Notice of Intent by August 1, 2017, to apply for authorization to discharge stormwater from the town's drainage system from the Environmental Protection Agency (EPA) under the National Pollutant Discharge Elimination System (NPDES) Massachusetts Small MS4 General Permit. In line with the request for quote supplied by the Town of Lunenburg Stormwater Task Force, VHB would provide the following services:

#### **Task 1: Assess Current Stormwater Management Plan versus 2016 Permit Requirements**

VHB will review the Town's existing stormwater management plan (Town of Lunenburg, Massachusetts Storm Water Management Phase II Assessment, March 2003, prepared by Guertin Elkerton & Associates, Inc.) for compliance with the six (6) minimum requirements included in the Massachusetts Small MS4 General Permit signed April 4, 2016. As requested by the Town, VHB will determine any deficiencies in the existing Plan's rationale, general approach, and/or specific recommendations.

#### **Task 2: Review Background Information**

VHB will review the Town of Lunenburg's Annual Reports filed with the EPA under the 2003 MS4 General Permit, appropriate TMDL reports, Lunenburg's bylaws regarding stormwater. VHB staff will meet with the DPW Director and any other necessary staff to determine the extent of the existing Stormwater Management Program and the stormwater management system in the Town of Lunenburg. We have assumed one (1) meeting with the staff.

#### **Task 3: Stormwater Management Plan Revisions Recommendations**

Based on the outcome of Task 1 and 2, VHB will provide recommendations for revisions to Lunenburg's 2003 Stormwater Management Plan that will update the plan to meet the Town's current needs and budget/ staffing and will comply with the requirements in the 2016 permit.

#### **Task 4: Present Recommendations to Task Force**

VHB will present the outcome of Tasks 1-3 including outlining what areas of the current stormwater program will need to be altered and which areas are currently in compliance. VHB will work with Task Force to finalize a stormwater management plan. VHB has assumed one meeting with the Task Force.

#### **Task 5: Draft Notice of Intent (NOI) Filing**

VHB will draft the Town of Lunenburg's Notice of Intent (NOI) filing, including preparing the historic properties, endangered species, and impaired waters documentation. VHB will submit the draft NOI to the Task Force for review and comment in electronic format. We have assumed one round of comment and revisions in our budget.



**Task 6: File NOI**

VHB will work with the town to file their NOI on or before August 1, 2017.

**Project Schedule**

VHB will begin performance of the above services on the date written authorization to proceed is received. VHB will work with the town to set internal deadlines for the presenting the recommendations to the task force and developing the draft NOI. The internal deadlines will be set knowing the NOI must be submitted to EPA on or before August 1, 2017.

**Client Furnished Information**

It is understood that VHB will perform services under the sole direction of the Client. In the performance of these services, VHB will coordinate its efforts with those of other project team members and other consultants, as required. The Client shall provide VHB with any/ all project-related information and technical data required for the execution of the scope of services defined herein. VHB will rely upon the accuracy and completeness of Client-furnished information in connection with the performance of services under this Agreement.

**Compensation**

VHB will perform the Scope of Services contained in this Agreement on a time and expense basis in accordance with attached Terms and Conditions. The estimated Upset Limit for Labor for this Scope of Services is \$14,500.

<b>Task #</b>	<b>Task Description</b>	<b>Fee Estimate</b>
1	Assess Current Stormwater Management Plan versus 2016 Permit Requirements	\$ 900
2	Review Background Information	\$1,600
3	Stormwater Management Plan Revisions Recommendations	\$1,400
4	Present Recommendations to Task Force	\$1,200
5	Draft Notice of Intent (NOI) Filing	\$8,900
6	File NOI Total	\$ 300
Direct Expenses		\$ 200
<b>Total</b>		<b>\$14,500</b>

In addition to the labor compensation, VHB shall be reimbursed for expenditures made specifically for the project such as: printing and reprographics; travel and subsistence; computer charges; telephone charges; shipping, postage, and courier service charges; purchase of maps and similar documents; etc. These direct expenses will be billed at cost. If subconsultants and subcontractors are engaged by VHB for this project and are, therefore, under contract to VHB, their services will be invoiced at their actual cost.



**Additional Services**

The Scope of Services is inclusive only of those tasks herein specified. Should work be required in other areas, VHB will prepare an appropriate proposal or amendment, at the Client's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items. The following services are specifically not included in this Scope of Services:

- VHB's role is limited to the scope of services defined herein and may be subject to the direction and input of others on the consultant team. The delivery of VHB's services is dependent on the timely delivery of information or work products from others. It is also VHB understanding that the Client is providing the ultimate direction to and coordination of all the consultants on the project team.
- Any and all services resulting from the change of assumptions used by VHB to develop the scope and fees presented herein.

**VANASSE HANGEN BRUSTUN, INC. AUTHORIZATION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CLIENT AUTHORIZATION**

The Town of Lunenburg (Client) agrees with the Scope of Services, compensation, and Schedule.

Total Upset Limit for this Scope: \$ 14,500.00

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**PART II STANDARD TERMS AND CONDITIONS.** The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

**SCOPE OF SERVICES.** VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

**PERFORMANCE STANDARDS.** VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

**SCHEDULE.** VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

**PAYMENT.** The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[ ] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If

services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

**OWNERSHIP OF WORK PRODUCT.** All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license

may be revoked for any failure of Client to perform under this Agreement.

**CERTIFICATIONS.** VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

**INSURANCE.** VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

**INDEMNITY.** Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

**LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE**

**SAFETY.** VHB will not be responsible for the acts or omissions of

contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

**ALLOCATION OF RISK.** In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

**DISPUTE RESOLUTION.** All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

**LEGAL SUPPORT.** To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent



acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.

**DESCRIPTIVE HEADINGS AND COUNTERPARTS.** The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

**EXCLUSIVE REMEDIES.** In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

**NO THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee,

representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

**SEVERABILITY.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**TAXES.** Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

**PROJECT SPECIFIC PROVISIONS.** To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

**AMERICANS WITH DISABILITIES ACT (ADA).** Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

**CLIMATE CHANGE/FLOOD ANALYSIS.** Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

#### **CONSTRUCTION PHASE SERVICES**

**SITE VISITS.** VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for



the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

**SHOP DRAWINGS.** VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

**GEOTECHNICAL SERVICES.** Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

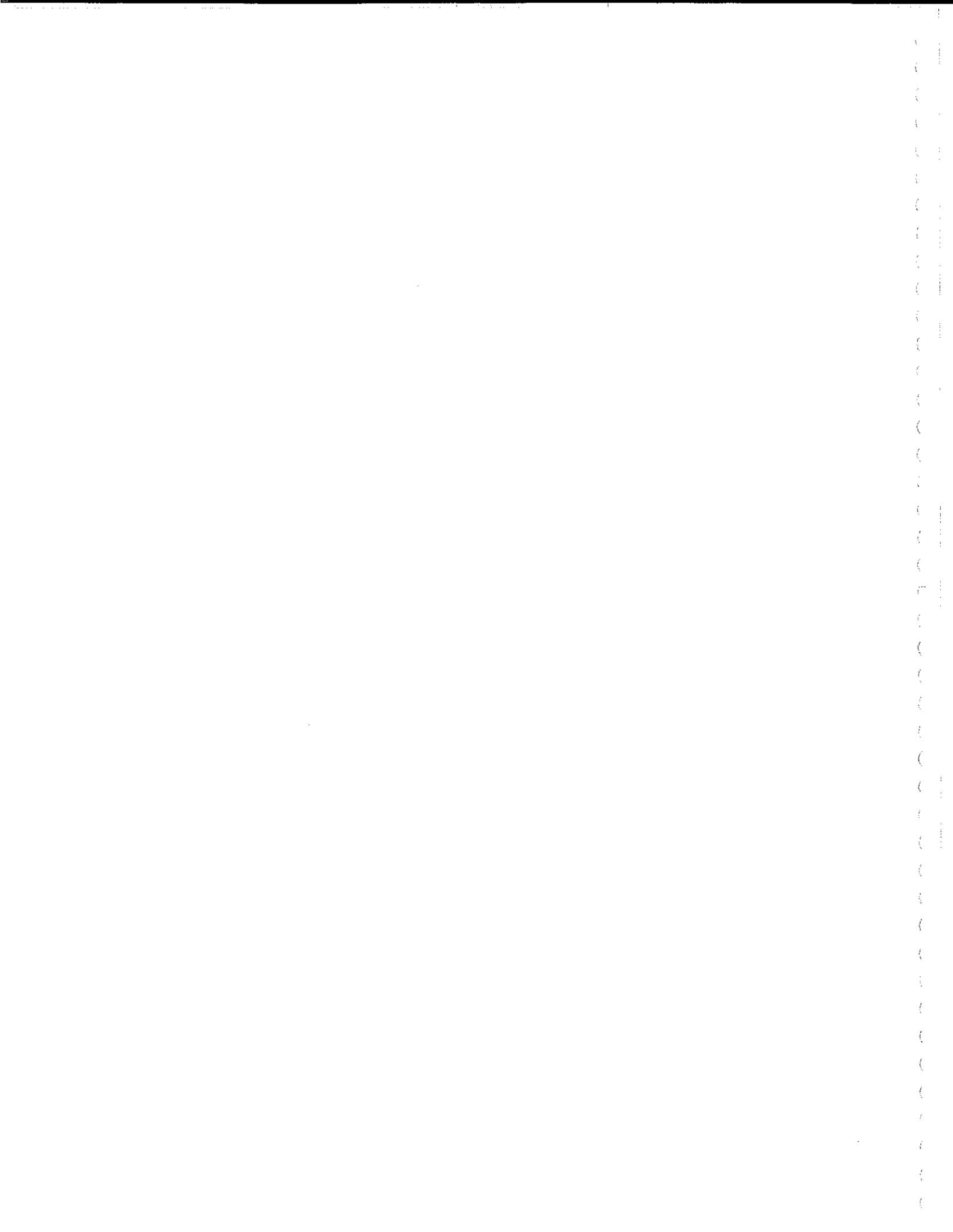
**TANK INSPECTION.** Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

**LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS.** In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some

instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

**PROJECTS LOCATED IN FLORIDA.  
FLORIDA STATUTES SECTION  
558.0035 (2013), AN INDIVIDUAL  
EMPLOYEE OR AGENT MAY NOT BE  
HELD INDIVIDUALLY LIABLE FOR  
ECONOMIC DAMAGES RESULTING  
FROM NEGLIGENCE OCCURRING  
WITHIN THE COURSE AND SCOPE  
OF THIS AGREEMENT.**







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